

MEMORANDUM

To: Honorable Mayor & City Council Members
Via: Richard E. Anderson, City Manager
From: Bill Geiger, Community Development Director *BA*
Subject: Draft Proposal to Amend the Supplemental Interlocal Agreement with Hernando County and the Development Agreement with Hampton Ridge Developers Inc.
Date: September 9, 2004

Attached to this memorandum is a proposal to amend Section 1.6 of the Supplemental Interlocal Agreement with Hernando County (dated 11/12/2003) and add a new section 2.D.4. to the Hampton Ridge Development Agreement (dated 5/28/2004). Additional parts of the Development Agreement will need to be amended to ensure consistency with the language being added.

These amendments are being proposed pursuant to the City's intent to have Developer participation in the provision for public road connectivity to Powell Road. Direction from the City Council will be requested on the agreement amendment proposals.

It is anticipated that the development agreement, modified as deemed appropriate, will be advertised for two public hearings (FS 163.3225), to take place on October 4th and 18th, respectively. Copies of this proposal have been provided to County staff for review and comment. Modification of the Supplemental Interlocal Agreement may be considered at the next Joint Planning Board meeting (Date to be determined).

RECOMMENDED MOTION/ACTION: Council direction is requested on the proposed amendments. Additionally, authorization from Council is requested for staff to advertise the Development Agreement amendment for the public hearing dates referenced above.

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Exhibit 1

The current provision 1.6 shall be deleted in its entirety and the following provision 1.6 incorporated:

1.6 The County acknowledges that the construction and funding responsibilities to develop and construct the proposed roadway segments: (a) connecting U.S. 41, beginning at approximately halfway between Wiscon Road and Powell Road, and running east from U.S. 41 to the western edge of Southern Hills Plantation project (the "East/West Segment"); and (b) connecting the S.R. 50 Bypass and running south and connecting to the eastern portion of the East/West Segment (the "S.R. 50 Segment") have been negotiated and allocated between the City and the Developer without County participation. The construction and funding of the segment from the East/West Segment south to and connecting with Powell Road (the "Powell Road Connection") shall be provided for by an amendment to the Developer Agreement. Said amendment shall require Hampton Ridge Developers, LLC to provide the right-of-way for the Powell Road Segment and the City to construct the Powell Road Connection. The City shall include the construction of the Powell Road Connection in its Capital Improvements Program (CIP) when traffic volumes warrant its construction.

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Exhibit 2

The Development Agreement for the Hampton Ridge Project shall be amended as follows:

1. A new provision 2.D.4.) Powell Road Connection shall be added and shall read as follows:

4.) Powell Road Connection.

a. The Developer shall select the alignment, right-of-way and stormwater facilities for the Powell Road Connection. Said alignment, right-of-way and stormwater facilities shall be presented to the City for its review and approval, which shall not be unreasonably withheld.

b. The Powell Road Connection shall be a collector with a minimum right-of-way of one hundred twenty (120) feet, but may be designed to serve multiple purposes, such as a frontage road. The City requires the Developer to acquire all of the lands required for the right-of-way and ____ acres of stormwater facilities for the Powell Road Connection running from the East/West Segment south to and connecting to Powell Road. Said right-of-way shall be located generally to the west of the Property, described in Exhibit "A". Also, existing stormwater facilities with excess capacity may be utilized to reduce the amount of lands required for new stormwater facilities for the Powell Road Connection.

c. Prior to any acquisition of each parcel of land for the Powell Road Connection as provided for herein, the Developer shall provide the City the cost of the parcel. The City shall review and approve the cost of each parcel prior to the acquisition of each parcel and approval shall not be unreasonably withheld. In the event the City determines the cost of a parcel is unreasonably high, the Developer and City shall mutually agree on a third party to determine the value or each may obtain an independent fair market value appraisal of the subject parcel. The third party or the averaged results of the appraisals shall be the value of the parcel for determining impact fee credits as provided in 4 c. below. Such objection, however, shall not prevent or limit the Developer from purchasing any parcel of land for the Powell Road Connection.

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d. Said lands for the right-of-way and stormwater facilities shall be provided by Developer to the City prior to the issuance of the four hundredth (400th) certificate of occupancy for residential units in that portion of the Property south of the East/West Segment and west of the Southern Hills Plantation project (herein "Levitt project"). In the event the Developer is unable to acquire said lands for the right-of-way and stormwater facilities prior to the issuance of the four hundredth (400th) certificate of occupancy, Developer shall deed to the City any lands for the right-of-way and stormwater facilities acquired through such date and provide the City all of the surveys and appraisals for the remaining lands to be acquired, along with a bond in the amount of two hundred percent (200%) of the appraisals to acquire the remaining lands. The City shall be responsible for acquiring the remaining lands. The Developer shall pay to the City within fifteen (15) days of written notice all costs associated with the City's acquisition of said lands. As lands are acquired and the total costs for acquiring the lands are paid to the City, the bond shall be reduced or released consistent with the estimated costs of the remaining lands.

e. The Developer shall receive impact fee credits equal to the Developer's costs of acquiring said lands and based on the rate of the transportation impact fees at the time the City approves the amount of costs incurred by the Developer. However, impact fee credits from the Powell Road Connection land costs may only be used for development within the "South Impact Fee Area" as shown on Exhibit H-1 and that is annexed into the City and is owned or previously owned by Hampton Ridge Developers, L.L.C.

f. The Developer agrees to amend Exhibit H to change the Transportation Impact Fee Credit Areas. Exhibit H-1, which changes the Transportation Impact Fee Credit Areas, is hereby incorporated in the Development Agreement and replaces Exhibit H of the original Development Agreement.

g. The Developer shall be responsible for building that portion of the Powell Road Connection from the East/West segment to its southern boundary of the Property as shown on Exhibit H-1. The Developer shall build this portion of the Powell Road Connection prior to the City building the remainder of the Powell Road Connection or the development of the adjoining commercial property along U.S. 41, whichever occurs sooner. Except for that portion between the East/West Segment and the southern boundary of the Property, the City shall be responsible for constructing the remainder of the Powell Road Connection.